

\$5,277.00

RECEIVED of DONALD L. MATHE AND GERTRUDE M. MATHE, HIS WIFE the within named mortgagor, the sum of FIVE THOUSAND TWO HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS, in full satisfaction of the within mortgage.

(Corp. Seal)

RECEIPT

Sept 10, 1971

HAROLD KOSOVER, VICE PRESIDENT  
THE TOPEKA MORRIS PLAN COMPANY

445

Reg. No. 1,992  
Fee Paid \$13.25

18287

This release  
was written  
on the original  
mortgage

this 13th day  
of Sept. 1971

Janice B. Broom  
Reg. of Deeds  
By Sue Newkyster  
Deputy

MORTGAGE

16-2-T.W.

Hall Litho. Co., Inc., Topeka

BOOK 146

THIS INDENTURE, Made this

8723

day of MAY 24 1967

A. D. 19

between Donald L. Mathe and Gertrude M. Mathe, His Wife

of Shawnee County, in the State of Kansas

, of the first part

and THE TOPEKA MORRIS PLAN COMPANY, A Kansas Corporation

of Shawnee County, in the State of Kansas

, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of (\$ 5,277.00)

Five Thousand Two Hundred Seventy-Seven-----and no DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto

said party of the second part, its successors heirs and assigns, all the following described Real Estate,

situated in Douglas County, and State of Kansas to wit:

Beginning 534 feet East of the intersection of Fourth and Whitfield Streets, in vacated portion of the City of Leecompton; thence South 200 feet; thence West 46 feet; thence South 165 feet; thence East 278 feet; thence North 365 feet; thence West 232 feet to beginning; and beginning at the intersection of Elmore and Fourth Streets in vacated portion of the City of Leecompton; thence South 270.2 feet; thence East 80.85 feet; thence North 270.2 feet; thence West 80.85 feet to place of beginning, in the Northeast Quarter of Section Three (3), Township Twelve (12), Range Eighteen (18), in Douglas County, Kansas.

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument They are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except none and that they will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Five Thousand Two Hundred Seventy-Seven and no/100-----DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Donald L. Mathe and Gertrude M. Mathe, his wife

have this day executed and delivered a certain promissory note in writing to said party of the second part, of which the following-----cop----- in the amount of (\$ 5,277.00)

Five Thousand Two Hundred Seventy-Seven and no/100 Dollars and payable according to the terms of said note.

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insurance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Donald L. Mathe

Gertrude M. Mathe

ATT. REV. 9-54  
49541 3M 1-64

STATE OF KANSAS, Shawnee COUNTY, ss.  
BE IT REMEMBERED, That on this 24th day of May A. D. 1967 before me,  
the undersigned, a notary public in and for the County and State  
aforesaid, came Donald L. Mathe and Gertrude M. Mathe, his wife  
who are personally known to me to be the same person s who executed the within instrument of writing, and such person s have duly acknowledged the execution of the same,  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial  
seal, the day and year last above written.  
Term expires November 5, 1967 M. A. Lewis Jr. Notary Public.

Recorded May 25, 1967 at 1:32 P.M.

By Janice B. Broom Register of Deeds  
Sue Newkyster Deputy